

**Business Associate Agreement**

**Between the City of Columbia, Missouri, and**

**Clark County, Missouri**

THIS BUSINESS ASSOCIATE AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" or "Hybrid Covered Entity," and Clark County, a political subdivision of the State of Missouri, hereinafter called the "County" or "Business Associate," is entered into on the date of the last signatory noted below ("Effective Date"). County and City are each individually referred to herein as a "Party" and collectively as the "Parties."

**WITNESSETH:**

WHEREAS, City, a hybrid covered entity, is in need of Title X Family Planning Services pursuant to a grant agreement with Missouri Family Health Council, Inc. and the provision of those services may involve personally identifiable protected health information; and

WHEREAS, County represents that County is capable of performing those services in accordance with all legal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations and rules; and

WHEREAS, City and County have entered into an Agreement for those Title X family planning services.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

**1. Definitions**

- a. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

- b. Specific definitions:

- (i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean County.
- (ii) Hybrid Covered Entity. "Hybrid Covered Entity" and "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this

agreement, shall mean the City of Columbia on behalf of the Columbia/Boone County Public Health and Human Services Department.

- (iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## **2. Obligations and Activities of Business Associate**

a. Business Associate's Responsibilities. Business Associate agrees to:

- (i) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (ii) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (iii) Timely report to Hybrid Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Said reports shall be in writing and occur no later than 48 hours after Business Associate becomes aware of the disclosure or security incident;
- (iv) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (v) Timely make available protected health information in a designated record set to the Hybrid Covered Entity as necessary to satisfy Hybrid Covered Entity's obligations under 45 CFR 164.524;
- (vi) Timely make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Hybrid Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Hybrid Covered Entity's obligations under 45 CFR 164.526;
- (vii) Timely maintain and make available the information required to provide an accounting of disclosures to the Hybrid Covered Entity

as necessary to satisfy Hybrid Covered Entity's obligations under 45 CFR 164.528;

- (viii) To the extent the Business Associate is to carry out one or more of Hybrid Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Hybrid Covered Entity in the performance of such obligation(s); and
- (ix) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**b. Permitted Uses and Disclosures by Business Associate:**

- (i) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Title X Family Planning Services Agreement.
- (ii) Business Associate may use or disclose protected health information as required by law.
- (iii) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Hybrid Covered Entity's minimum necessary policies and procedures.
- (iv) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Hybrid Covered Entity except for the specific uses and disclosures set forth below.
- (v) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in a manner and form consistent with this Business Associate Agreement.

**3. Term**

The Term of this Business Associate Agreement shall be effective as of the Effective Date and shall terminate thirty days after termination of the Title X Family Planning Services Agreement or on the date Hybrid Covered Entity terminates for its convenience or cause as authorized in Section 4 of this Business Associate Agreement, whichever is sooner.

#### **4. Termination**

- a. Termination for Convenience. With ten (10) days written notice, Hybrid Covered Entity may terminate this Business Associate Agreement for its convenience.
- b. Termination for Cause. Hybrid Covered Entity may terminate this Business Associate Agreement for cause if Hybrid Covered Entity determines Business Associate has violated a material term of the Business Associate Agreement or the Title X Family Planning Agreement. Hybrid Covered Entity shall provide written notice of termination to Business Associate. Said termination notice shall specify the effective date of termination.

#### **5. Obligations of Business Associate Upon Termination**

- a. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Hybrid Covered Entity, or created, maintained, or received by Business Associate on behalf of Hybrid Covered Entity, shall:
  - (i) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (ii) Return to Hybrid Covered Entity or, if agreed to by Hybrid Covered Entity in writing, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  - (iv) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Business Associate Agreement which applied prior to termination; and
  - (v) Return to Hybrid Covered Entity or, if agreed to by Hybrid Covered Entity in writing, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- b. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

#### **6. Miscellaneous**

- a. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- c. Interpretation. Any ambiguity in this Business Associate Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- d. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Business Associate Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- e. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

*If to City:*

City of Columbia  
Department of Public Health and Human Services  
P.O. Box 6015  
Columbia, MO 65205-6015  
ATTN: Director

*If to Business Associate:*

Clark County Health Department

670 N Johnson Street

Kahoka, MO 63445

ATTN: Administrator

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such

notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

- f. No Third-Party Beneficiary. No provision of the Business Associate Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under the Business Associate Agreement.
- g. Governing Law and Venue. This Business Associate Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Business Associate Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- h. General Laws. Business Associate shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Article III of Chapter 12 of the City of Columbia's Code of Ordinances.
- i. No Waiver of Immunities. In no event shall the language of this Business Associate Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- j. Electronic Signature; Counterparts. This Business Associate Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Business Associate Agreement or any notice delivered pursuant to this Business Associate Agreement, shall be deemed to have the same legal effect as original signatures on this Business Associate Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Business Associate Agreement the day and the year of the last signatory noted below.

**CLARK COUNTY, MISSOURI:**

By: Clark County Health Department

Name: Evelina Sussengield

Title: RN, Administrator

Date: 5-11-23

**CITY OF COLUMBIA, MISSOURI:**

SKB

By: \_\_\_\_\_

De'Carlon Seewood, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw